

STANDARD SUMMARY TERMS AND CONDITIONS

Unless otherwise agreed in writing, the installation, repair and service shall be subject to the following terms and conditions.

Definitions

- "Services" means the engineering and associated services relating to the Customer's Equipment as set out in the proposal specified in our quotation or other agreed documents or discussions between us.
- "We", "us" and "our" mean the SPC Quality Ltd, Trading Name: **Cowey Electrical Engineering**, providing Services to you.
- "You" and "your" mean the person or company to which we are providing Services.
- "Customer's Equipment" means the equipment or material belonging to you, or for which you request us to provide services.

Incorporation of Conditions

- Any contract or agreement to do work made between you and us shall be subject to these conditions, and any terms you put forward do not apply.
- All other terms and conditions which might be implied by conduct or a previous course of dealing or trade custom are excluded from this contract.
- No amendment or change shall be made to these conditions

Law

This Agreement is governed by Scottish Law.

1. INSTALLATION WORK:

- a. All Electrical Installation, Inspection & Testing work will comply with latest version of BS7671 IET Requirements for Electrical Installations and any amendments in force at the time of the works, along with any other standard and guidance notes required.
- b. All electrical installation work will comply with applicable Building Standards in force at the time of the works.
- c. Where work is to extend or modify existing circuits, costs quoted assume that the existing installation is in adequate condition and complies with minimum current regulations. Any works found required to bring the necessary parts of the existing installation up to standard will be at additional cost.
- d. Unless stated otherwise, all cables will be concealed by chasing into the building fabric or concealed in building voids, under floors, above suspended ceilings etc. Where impracticable, cabling will be neatly surface run, either clipping direct or housed in trunking / conduit.
- e. Where carpet or flooring coverings may require lifting to allow concealed installation work, no charge is made for this service, with best endeavours being made to avoid damaging them and to refit them to an acceptable standard. However, consideration of employing a specialist fitter may be prudent, at your cost to effect a fully satisfactory reinstatement.
- f. Where agreed before hand and extra charge, chases to walls, etc will be re-filled to 2mm below plaster finish depth, however final finishing of skim coat plaster and final decoration is excluded.
- g. g) All endeavours will be made to undertake installation work to a clean standard, using dustsheets and vacuum cleaning equipment as necessary. However, dust is inevitable. Where agreed before hand and at extra charge, we can provide a cleaning service.
- h. The contract / quote outlines the expected estimated duration of the installation work, where additional work is determined then this will be advised and added to final invoicing
- i. Whilst undertaking the installation work at the property, the client is required to provide water, toilet facilities and power free of charge.
- j. For property rewires the property must not be inhabited without prior agreement.
- k. We will carry out work in a safe manner and as per our HSE Policy and planning.

- l. You must notify us of any known hazards prior to work on site, this may include for example asbestos, adjacent or buried services, other work being carried out on site etc. You are also required to advise any requirements under CDM regulations and any site inductions required.
- m. You will observe and comply with the latest Health and Safety at Work Legislation and any instructions given by us, and ensure that the site is safe and without risk to the health and safety of all persons working there; and you will hold us harmless against all legal and regulatory proceedings, costs and charges in respect of your failure to do so
- n. Electrical Personnel hold nationally recognised SJIB ECS CSCS Electrotechnical Cards and ECITB CCNSG National Safety Passport cards.

2. EXCLUSIONS:

- a. Clearing and / or moving of furniture and other items blocking access to work areas are not included.
- b. Except where detailed, builders work (creating of holes larger than 50mm diameter, creating of support structures, etc) are not included, except as outlined in 1d, e and f above.
- c. Re-decoration and final making good is excluded from quoted costs, unless specifically detailed as included.
- d. Removal from site and disposal of rubble, fittings, wiring, materials, general waste and packaging is not included. However, this can be provided at extra cost.
- e. You are required to ensure that ant building warrants and permissions are in place prior to works

3. EXTRAS AND VARIATIONS:

- a. All extras and variations must be agreed verbally or in writing prior to commencement.

4. PRICING:

- a. The costs quoted assume continuous and unhindered access to the site by prior arrangement with you.
- b. the customer continues to grant and facilitate the agreed and necessary access to the premises being worked on if the originally stipulated duration of the contracted works is to remain valid. Unless stated otherwise, the standard working hours between the hours of 09:00 hrs - 17:00 hrs Monday to Friday inclusive. Access may be required outside these hours to complete works on time as set out in the contract.
- c. Any additional work not covered in our quoted costs will attract additional time charge rate of £40.00 per hour plus materials cost.
- d. Unless indicated otherwise, all sums payable under this Contract are stated exclusive of Value Added Tax (which will be charged at the rate prevailing at the relevant tax point) and any other tax or duty chargeable under any relevant legislation.
- e. All figures quoted are valid for a date of 30 days from the date of the estimate or quotation.
- f. Following acceptance of a quote and cancellation, we may charge cancellation fees for works including admin and purchasing already carried out.

5. Designs Drawings and Specifications

- a. You shall be responsible for the accuracy of any designs, specifications and other data, which you or your employees or agents supply to us, which we use in connection with the Services, even if we examine, inspect or comment upon them. You will hold us harmless against any liability to a third party which we may incur as a result of carrying out the in accordance with your instructions or your designs, drawings, specifications or other data

6. DEVIATIONS FROM BUILDING REGULATIONS AND BS7671

- b. All work where applicable, will be executed fully in compliance with applicable Building Regulations and BS7671 in force at the time of the work, particularly in respect of work in dwellings to allow the legal Building Standard obligations to be met. Where a deviation from such regulations, a written instruction and record will be required.

7. RISK AND TITLE OF GOODS AND PROPERTY:

- a. The risk in all goods supplied shall pass to the Client upon delivery.
- b. All goods supplied shall remain the property of Cowey Electrical Engineering until all sums due have been paid in full.
- c. The client is responsible for ensuring that the property is insured for the duration of the installation work.

8. WARRANTEE:

The Seller shall guarantee the quality of workmanship and materials used for a period of 12 months from the completion date of the element of the scope of works as defined in the Suppliers quotation or from the date of issue to the Buyer, whichever is the earlier. The obligation of the Seller in the event of a breach of this guarantee is limited to failure due to faulty workmanship or materials and will be rectified free of charge. This guarantee is given in lieu of any other guarantees or conditions expressed or implied, whether by statute or otherwise, and is subject to the following conditions and exclusions:

- i. Claims must be notified in writing to the Seller as soon as practical after discovery of the defect.
- ii. Any claim for defects will be subject to inspection by the Seller.
- iii. The Seller shall be under no liability in respect of any defect arising from any drawing, design or specification supplied by the Buyer.
- iv. The Seller shall be under no liability if the defect or failure, in the reasonable opinion of the Seller, arises from fair wear and tear, wilful damage, misuse, negligence by the Buyer or any third party, failure to follow the instructions of the Seller, or alteration or repair without prior approval in writing by the Seller.
- v. The Seller shall be under no liability if the contract value has not been paid in full by the date due for payment.
- vi. The guarantee does not extend to parts, materials or equipment not manufactured by the Seller in respect of which the Buyer shall be entitled only to the benefit of any guarantee as is given by the supplier to the Seller.
- vii. Save in the case of death or personal injury caused by the Seller's negligence, the Seller shall not be liable for any claims for consequential loss or damage or other claims for consequential compensation to include although not limited to:
 - a. Loss of Profits.
 - b. Loss of use or revenue to include loss of overheads.
 - c. Loss of Production.
 - d. Loss of interest on moneys withheld under a main or third party contractor.
 - e. Losses due to claims made against the Buyer by a main or third party contractor.
 - f. Any other losses howsoever arising out of or in respect of a main or third party contract.

The Buyer accepts and acknowledges that the limitations and conditions of the guarantee clauses are deemed to be reasonable within the meaning of the Unfair Contracts Terms Act 1977.

9. PAYMENT:

- a. Unless agreed in writing payment in full must be made on completion of the specified works to SPC Quality Ltd, within 7 days of completion of works.
- b. Stage payments will be requested by prior arrangement where planned works take longer than 21 days or are over £3500. We reserve the right to request from you stage payments in the instance where works take longer than 21 days.
- c. Where necessary a deposit may be required prior to start of works and ordering materials.
- d. Cowey Electrical reserves the right to withhold inspection and test, completion reports and certifications until payment of invoice is made.

10. COMPLAINTS & DISPUTE RESOLUTION:

- a. The Complaints Policy details the procedure and timescales.
- b. In the event of a dispute, mediation is to be the preferred method of resolution.
- c. Payment for full contract amount to be paid within 7 working days of completion regardless of any unresolved disputes, we reserve the right to charge interest otherwise subject to 8%APR until paid in full.
- d. Where we use sub-contractors to complete tasks out of our description (e.g. Joinery, decorating, building works) we do so in good faith. However, any problems that require a resolution will need to be done so with them directly. We do not guarantee the work of others.
- e. In the unlikely event of a complaint, any remedial works will be undertaken by Cowey Electrical employees or selected sub contractors. We do not pay and will not pay for others to complete such tasks.
- f. Limit of liability is subject to SPC Quality Full Terms & Conditions, Our maximum liability to you for the direct loss or damage, either under this Contract or arising from any act or omission, including negligence, will not exceed the total amount paid by you under this Contract.

11. Force Majeure

- a. We will not be liable to you for any failure to perform our obligations under this Agreement where that failure results from any cause outside our reasonable control, including but not limited to natural occurrences, disruption of power supplies, the action of third parties or industrial action.

12. Termination of this Contract

- a. We may bring this Contract to an end if you fail to comply with your obligations under this Contract, within seven days of having been notified by us of the relevant failure.
- b. We may also bring this Contract to an end immediately if you are the subject of a petition for a bankruptcy order, or you become insolvent or enter into any composition, scheme or arrangement with your creditors. If you are a corporation or other legal person, we may bring this Contract to an end immediately if a receiver (including an administrative receiver) is appointed over any of your assets or an application is made to appoint an administrator for you. If you are in partnership, we may bring this Contract to an end immediately if the partnership is dissolved. We may also terminate this Contract if any proceedings relating to your insolvency are commenced in any country.

If this Agreement ends for any reason, we will be entitled to remove all of our equipment from your premises or from site. You will remain liable to us for any sums which you have not paid, for all work done up to date of termination and for any other breaches of this Contract.

13. PHOTOGRAPHS

- a. We reserve the right to take photographs and videos for survey, during and following completion of works for our records and for use in our portfolio unless requested in writing prior to commencement not to.

14. Data & Information

- b. We will ensure that any personal or sensitive commercial data is held securely and used only for the purpose of the contract. SPC Quality Privacy policy details further.

15. Auditing, Reviews and Feedback

- a. As part of auditing/surveillance by Trade Associations and Certification Bodies, we may disclose details of works carried out and where required contact customers where there is a requirement for onsite visits. These are governed also by privacy and confidentiality agreements with these accredited bodies.
- b. We encourage the feedback and reviews of services within approved web sites and our own surveys, any misrepresentation, false reviews, comments or failure to notify or resolve any dispute directly, will not be tolerated and may result in us taking legal action.
- c. Likewise we may show customer feedback & project examples on our social media pages and website.